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No. 11] NEW DELHI, SATURDAY, MARCH 16—MARCH 22, 2013 (PHALGUNA 25, 1934)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV
[PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएँ]

[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

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BY ORDER
Controller of Publication

CHANGE OF NAME

I, hitherto known as AMNINDER PAL son of Sh. RANJIT PAL, employed as Assistant Block Coordinator, residing at Mehta Mohalla, Near House Dr. Ram Parkesh, VPO : Hariana, Distt. : Hoshiarpur, Punjab, have changed my name and shall hereafter be known as AMANINDER PAL THAPER.

It is certified that I have complied with other legal requirements in this connection.

AMNINDER PAL
[Signature (in existing old name)]

I, hitherto known as RAJESH TEHLAN son of Sh. JASWANT SINGH, a Proprietor at Apex Engineering, B-194, Surya Vihar, Sec.-4, Gurgaon, Haryana, residing at 232, Veer Awas, Sector-18A, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as RRAJESH TEHLAN.

It is certified that I have complied with other legal requirements in this connection.

RAJESH TEHLAN
[Signature (in existing old name)]

I, hitherto known as RAJESH KUMAR son of Sh. GOVINDA, employed as Dy. General Manager (Commercial) in M/s. RSPPL-Raigarh (C.G), presently residing at 37, Green City, Boirdadar, Raigarh-496001 (C.G) and a permanent resident of Bhilai (C.G), have changed my name and shall hereafter be known as RAJESH KUMAR ACHARYA.

It is certified that I have complied with other legal requirements in this connection.

RAJESH KUMAR
[Signature (in existing old name)]

I, hitherto known as SANCHI daughter of Sh. PRAMOD KUMAR, a Student B.Tech., residing at 441, Brahmputri, Muzaffar Nagar-251001, have changed my name and shall hereafter be known as SANCHI TYAGI.

It is certified that I have complied with other legal requirements in this connection.

SANCHI
[Signature (in existing old name)]

I, AMANDEEP KANSAL son of Sh. AMARNATH GUPTA, employed as Self professional in the Health Care Advisory Services, residing at 1833, Sector-9, Faridabad, Haryana, have changed the name of my minor son SHUBHAM KANSAL aged 17 years and he shall hereafter be known as ADITYA KANSAL.

It is certified that I have complied with other legal requirements in this connection.

AMANDEEP KANSAL
[Signature of Guardian]

I, hitherto known as KAVERI wife of Sh. MIRZA AHMED BAIG, employed as A.A.O. (Ad hoc) O/o the Prl. A.G. (A&E) A.P. Hyderabad, residing at 3-6-181/B, Sania Manzil, Hyderguda, Hyderabad A.P., have changed my name and shall hereafter be known as SEEMA FATIMA.

It is certified that I have complied with other legal requirements in this connection.

KAVERI
[Signature (in existing old name)]

I, hitherto known as NAND KISHOR KALA son of Sh. SHIVA NAND KALA, employed as Sr. Engineer in the Gebr. Pfeiffer India Pvt. Ltd., residing at 8, Block N, 1st Floor, Sector-12, Noida, have changed my name and shall hereafter be known as NAND KISHOR.

It is certified that I have complied with other legal requirements in this connection.

NAND KISHOR KALA
[Signature (in existing old name)]

I, hitherto known as NIRMALA KISHWAN daughter of Late MAHAVIR PRASAD POKHRIYAL, employed in Directorate of Education, Delhi, residing at C-339, Sarojini Nagar, New Delhi-110023, have changed my name and shall hereafter be known as NIMALA KUMARI.

It is certified that I have complied with other legal requirements in this connection.

NIRMALA KISHWAN
[Signature (in existing old name)]

I, hitherto known as VINITA daughter of Sh. PHOOL SINGH, residing at Vikas Nagar, Kakroli Road, Street No. 6, Sonipat, have changed my name and shall hereafter be known as VINITA DAHIYA.

It is certified that I have complied with other legal requirements in this connection.

VINITA
[Signature (in existing old name)]

I, hitherto known as SAWAI RAM SUTHAR son of Sh. GOMA RAM, employed as Corporal in the Indian Air Force, residing at AFSCG Room No. 114, D ORG, Air Hq., Vayu Bhawan, Rafi Marg, New Delhi-110106, have changed my name and shall hereafter be known as SOURAV SUTHAR.

It is certified that I have complied with other legal requirements in this connection.

SAWAI RAM SUTHAR
[Signature (in existing old name)]

I, hitherto known as PAPA RAM son of Sh. BHEEMA RAM PRAJAPAT, employed as Corporal in the Indian Air Force, residing at AFSCG Room No. 114, D ORG, Air Hq., Vayu Bhawan, Rafi Marg, New Delhi-110106, have changed my name and shall hereafter be known as PAWAN PRAJAPAT.

It is certified that I have complied with other legal requirements in this connection.

PAPA RAM
[Signature (in existing old name)]

I, hitherto known as RAVASAB SADASHIV KAMBALE son of Sh. SADASHIV ANAND KAMBALE, Occupation : Agriculture, residing at At/ Post : Adhali, Taluka : Athani, District : Belgaum, State : Karnataka, Pin-591266, have changed my name and shall hereafter be known as RAVASAHEB SADASHIV AKASH.

It is certified that I have complied with other legal requirements in this connection.

RAVASAB SADASHIV KAMBALE
[Signature (in existing old name)]

I, hitherto known as HARJIT KAUR BHATTI wife of Sh. BRINDER SINGH BHATTI, a Housewife, residing at V & PO Powat, Tehsil Samrala, Distt. Ludhiana, Punjab, have changed my name and shall hereafter be known as HARJIT KAUR DHALIWAL.

It is certified that I have complied with other legal requirements in this connection.

HARJIT KAUR BHATTI
[Signature (in existing old name)]

I, hitherto known as JAVID MAKANDAR son of MEHBOOBSAB, employed as MTR DR GRII in the Room No. 204, Telephone Exchange BSNL Bijapur, residing at 6730, Mulla Building Kaman Khan Bazar, Near Rozindar House, Badi Kaman, Bijapur, Karnataka State, have changed my surname and shall hereafter be known as JAVID MEHBOOBSAB INAMDAR.

It is certified that I have complied with other legal requirements in this connection.

JAVID MAKANDAR
[Signature (in existing old name)]

I, hitherto known as BALBIR KUMAR son of Sh. SHAM LAL, residing at A-4/124, Second Floor, Paschim Vihar, New Delhi-110063, have changed my name and shall hereafter be known as BALBIR KUMAR JAISWAL.

It is certified that I have complied with other legal requirements in this connection.

BALBIR KUMAR
[Signature (in existing old name)]

I, hitherto known as JEET BAHAN TATWA son of INDU TATWA, residing at H. No. 80, Neb Sarai, New Delhi, have changed my name and shall hereafter be known as JEET KUMAR.

It is certified that I have complied with other legal requirements in this connection.

JEET BAHAN TATWA
[Signature (in existing old name)]

I, hitherto known as DAL BAHADUR son of Sh. CHHABI LAL REMI CHHETRI, residing at 19/E, Diz Area, Sector-IV, Gole Market, New Delhi, have changed my name and shall hereafter be known as DAL BAHADUR REMI CHHETRI.

It is certified that I have complied with other legal requirements in this connection.

DAL BAHADUR
[Signature (in existing old name)]

I, hitherto known as RAHUL KUMAR GUPTA son of Sh. ANIL KUMAR GUPTA, a Businessman, residing at C-5/79-B, Keshav Puram, Delhi-110035, have changed my name and shall hereafter be known as RRAHUL DALMIA.

It is certified that I have complied with other legal requirements in this connection.

RAHUL KUMAR GUPTA
[Signature (in existing old name)]

I, hitherto known as NAVDEEP SINGH son of Sh. JYOTI PARKASH, residing at V.P.O. Chalet, Teh. Amb Distt. Una, Himachal Pradesh, have changed my name and shall hereafter be known as AJAI DADWAL.

It is certified that I have complied with other legal requirements in this connection.

NAVDEEP SINGH
[Signature (in existing old name)]

I, hitherto known as IMARAT LAL son of Sh. MANGI LAL, employed as Head Constable in the Delhi Police, residing at A-95/C, Laxmi Park, Nangloi, Delhi-41, have changed my name and shall hereafter be known as AMRIT LAL.

It is certified that I have complied with other legal requirements in this connection.

IMARAT LAL
[Signature (in existing old name)]

I, hitherto known as RAMONN CHAUHAAN son of Sh. R. D. CHAUHAN, employed as Operation Executive, residing at Plot No. 88, Block B-7/85, Pharma Apartments, I.P. Extn., Delhi-110092, have changed my name and shall hereafter be known as RAMAN DEV CHAUHAAN.

It is certified that I have complied with other legal requirements in this connection.

RAMONN CHAUHAAN
[Signature (in existing old name)]

I, hitherto known as GUDDU son of Sh. OM PRAKASH, employed as Defence Security Corps, residing at 591 Iya/797/1, Baldev Vihar, Kharika Telibagh, Lucknow-226025, have changed my name and shall hereafter be known as ANIKET RANJAN.

It is certified that I have complied with other legal requirements in this connection.

GUDDU
[Signature (in existing old name)]

I, hitherto known as MANISH KUMAR RAGHUVANSI son of Sh. RAMPAL, employed as Laundry Operator in the ESIC Hospital Sec-24, Noida, UP, residing at 29/3247-48, Beadon Pura, Karol Bagh, New Delhi-110005, have changed my name and shall hereafter be known as MANISH KUMAR YADHUVANSI.

It is certified that I have complied with other legal requirements in this connection.

MANISH KUMAR RAGHUVANSI
[Signature (in existing old name)]

I, hitherto known as MANSI GUPTA daughter of Sh. SANDEEP GUPTA, residing at 8, Chitra Vihar, Vikas Marg, Delhi-110092, (India) have changed my name and shall hereafter be known as MANASEE GUPTA.

It is certified that I have complied with other legal requirements in this connection.

MANSI GUPTA
[Signature (in existing old name)]

I, hitherto known as MAYANK GUPTA son of Sh. SANDEEP GUPTA, doing Business, residing at 8, Chitra Vihar, Vikas Marg, Delhi-110092, (India) have changed my name and shall hereafter be known as MAYANNKH GUPTA.

It is certified that I have complied with other legal requirements in this connection.

MAYANK GUPTA
[Signature (in existing old name)]

I, hitherto known as PUNEET SARIN son of Sh. SUBASH SARIN, employed as Recruiting Manager, residing at C-32, Lajpat Nagar-IIIrd, (IIInd Floor) Left Side, New Delhi-110024, have changed my name and shall hereafter be known as PUNEET RAJ SARIN.

It is certified that I have complied with other legal requirements in this connection.

PUNEET SARIN
[Signature (in existing old name)]

I, hitherto known as GULSHAN KAPOOR son of Sh. L. N. KAPOOR, Self-employed as IT Consultant, residing at 35, Vijay Block, Laxmi Nagar, Delhi-92, have changed my name and shall hereafter be known as GIAN KAPOOR.

It is certified that I have complied with other legal requirements in this connection.

GULSHAN KAPOOR
[Signature (in existing old name)]

I, hitherto known as SANJAY KUMAR son of Late RAM SWAROOP, employed as Personal Assistant 'C' in Institute for Systems Studies & Analyses (ISSA), Defence Research & Development Organisation (DRDO), Ministry of Defence, Metclafe House Complex, Delhi-110054, residing at A-1/197, Sector-4, Rohini, Delhi-110085, have changed my name and shall hereafter be known as SANJAY KUMAR MADAAN.

It is certified that I have complied with other legal requirements in this connection.

SANJAY KUMAR
[Signature (in existing old name)]

I, hitherto known as PINKI daughter of Sh. CHHAILU RAM, employed as IT Executive in the (RDM Care India Pvt. Ltd.) residing at H-24, H Block, Sharma Colony, Budh Vihar, Phase-2, Delhi, have changed my name and shall hereafter be known as AISHIKA CHANDRAA.

It is certified that I have complied with other legal requirements in this connection.

PINKI
[Signature (in existing old name)]

I, PAPPU KUMAR son of Sh. PANNA LAL, employed at Printing Press in H. S. Enterprises, residing at F-286, Gali No. 10 Chand Bagh, Delhi-94, have changed the name of my minor son VIJAY KOHLI, aged 16 years and he shall hereafter be known as VIJAY.

It is certified that I have complied with other legal requirements in this connection.

PAPPU KUMAR
[Signature of Guardian]

I, hitherto known as DEEPAK MEHRA son of Sh. RAJINDER MEHRA, employed as Driver at 21/4, Gole Market, New Delhi, residing at 133, Ali Ganj, Kotla Mubarak Pur, New Delhi-110003, Permanent Address at V.P.O. Baijnath Distt.-Kangra, (HP), have changed my name and shall hereafter be known as VIKASH MEHRA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK MEHRA
[Signature (in existing old name)]

I, hitherto known as DINESH KUMAR @ DINESH KUMAR GODARA @ DINESH GODARA son of Sh. AMAR SINGH GODARA, aged 33 years, residing at Flat No. 204, Trump Tower, Omaxe Heights, Sector-86, Near Modern DPS School, Faridabad-121004, a Sr. Designer and Project Manager with Blink Design Consultant P. Ltd., 59, Okhla Industrial Estate, Phase-3, New Delhi-110020, have changed my name and shall hereafter be known as DINESH GODARA.

It is certified that I have complied with other legal requirements in this connection.

DINESH KUMAR
@ DINESH KUMAR GODARA
@ DINESH GODARA
[Signature (in existing old name)]

I, hitherto known as GAURAV GUPTA son of Sh. NARESH KUMAR GUPTA, residing at C-163, Ashok Vihar, Delhi-110052, have changed my name and shall hereafter be known as TUSHAR BANSAL.

It is certified that I have complied with other legal requirements in this connection.

GAURAV GUPTA
[Signature (in existing old name)]

I, PRANTAP KALRA son of Sh. I. L. KALRA, employed as Assistant Manager in the Private Sector, residing at Flat No. 239-C, Block C-2-C, Pocket-2, Janakpuri, New Delhi-110058, have changed the name of my minor son GIRIK KALRA, aged about 10 months and he shall hereafter be known as GIREEK KALRA.

It is certified that I have complied with other legal requirements in this connection.

PRANTAP KALRA
[Signature of Guardian]

I, hitherto known as ISHANT son of Sh. VERANDER KUMAR ARORA, residing at Flat No. 80, South Park Apartments, B-Block, Kalkaji, New Delhi, have changed my name and shall hereafter be known as ISHANT ARORA after my marriage.

It is certified that I have complied with other legal requirements in this connection.

ISHANT
[Signature (in existing old name)]

I, hitherto known as KUSAM daughter of Sh. GURDIAL SINGH wife of Sh. ISHANT ARORA, residing at Flat No. 80, South Park Apartments, B-Block, Kalkaji, New Delhi, have changed my name and shall hereafter be known as SUZENNA ARORA after my marriage.

It is certified that I have complied with other legal requirements in this connection.

KUSAM
[Signature (in existing old name)]

I, hitherto known as MANIESH KUMAR son of Sh. BINAY KUMAR GUPTA, employed at Kansai Nerolac Paints Ltd., B-1, B-2, UPSIDC Industrial Estate, Jainpur, Kanpur Dehat-209311, residing at 91, Samar Vihar Colony, Alambagh, Lucknow-226005, have changed my name and shall hereafter be known as MANISH GUPTA.

It is certified that I have complied with other legal requirements in this connection.

MANIESH KUMAR
[Signature (in existing old name)]

I, hitherto known as PRINCE RANJAN son of Shi BIDYA BHUSHAN SINGH, Self-employed, residing at Dariyapur Gola, Patna, Pin-800004 (Bihar), have changed my name and shall hereafter be known as PRINCE RANJAN SINGH.

It is certified that I have complied with other legal requirements in this connection.

PRINCE RANJAN
[Signature (in existing old name)]

I, hitherto known as REENA HARI wife of Sh. ASHISH HARI, employed as Dy. Manager, TCIL, Nehru Place, New Delhi-110048, residing at 20F, Pkt-III, DDA Flats, Mayur Vihar, Phase-I, Delhi-110091, have changed my name and shall hereafter be known as REENA GUPTA.

It is certified that I have complied with other legal requirements in this connection.

REENA HARI
[Signature (in existing old name)]

I, hitherto known as UMESH KUMAR GARG son of Sh. VED PARKASH, employed as Executive Director at Allied Strips Ltd., residing at 334, Pocket-C, Sarita Vihar, New Delhi-110076, have changed my name and shall hereafter be known as UMESH GARG.

It is certified that I have complied with other legal requirements in this connection.

UMESH KUMAR GARG
[Signature (in existing old name)]

I, hitherto known as BANT SINGH son of Sh. ZORA SINGH, working as Agriculture, residing at Vill. Akkanwali, Distt. Mansa, State Punjab, have changed my name and shall hereafter be known as BALWANT SINGH son of Sh. ZORA SINGH.

It is certified that I have complied with other legal requirements in this connection.

BANT SINGH
[Signature (in existing old name)]

I, hitherto known as NAGARAJU son of Late NARASIMHA MURTHY, employed as Design. Tech. Gr.-II, T. No. 21577, S. E. Rly., Diesel Shop, Work Shop, Kharagpur, residing at L/24/01/2, Jaihindnagar, MKT, Post-Nimpura, Kharagpur-721304, have changed my name and shall hereafter be known as KUDUPUDI NAGARJUN.

It is certified that I have complied with other legal requirements in this connection.

NAGARAJU
[Signature (in existing old name)]

I, hitherto known as MUKESH KUMAR son of Sh. MANOHAR LAL VIJAY, employed as Assistant Accounts Officer in Office of the Pr. Accountant General (A&E) Jaipur, Rajasthan, residing at 55/77, Rajat Path, Manasarovar, Jaipur, have changed my name and shall hereafter be known as MUKESH KUMAR VIJAY.

It is certified that I have complied with other legal requirements in this connection.

MUKESH KUMAR
[Signature (in existing old name)]

I, hitherto known as AVI SALUJA son of Sh. MANINDER SINGH SALUJA, presently a Student, residing at 18, Govind Pura, Udaipur (Rajasthan), have changed my name and shall hereafter be known as AVIJEET SINGH SALUJA.

It is certified that I have complied with other legal requirements in this connection.

AVI SALUJA
[Signature (in existing old name)]

I, hitherto known as RAJNI RANJAN son of Sh. SURYA KANT ROY, employed as Senior Merchandiser, residing at G-439, Sriniwaspuri, New Delhi-110065, have changed my name and shall hereafter be known as RANJAN ROY.

It is certified that I have complied with other legal requirements in this connection.

RAJNI RANJAN
[Signature (in existing old name)]

I, hitherto known as JAGMOHAN LAMBA son of Sh. CHAMAN LAL LAMBA, employed as Assistant Divisional Engineer in the Divisional Railway Manager Office, Northern Railway, Moradabad, residing at North Colony, Banglow No. 109, North Railway Colony, Moradabad (U.P.), have changed my name and shall hereafter be known as JAGMOHAN C. LAAMBA.

It is certified that I have complied with other legal requirements in this connection.

JAGMOHAN LAMBA
[Signature (in existing old name)]

I, hitherto known as K. G. A. YUSUF MOHAMED son of K. G. A. MOHAMED, a Student, residing at Malacca, Nancowrie, Nicobar, South Andaman, have changed my name and shall hereafter be known as YUSUF MOHAMMED S/o K. G. A. MOHAMMED.

It is certified that I have complied with other legal requirements in this connection.

K. G. A. YUSUF MOHAMED
[Signature (in existing old name)]

I, hitherto known as VENKATA SATYA SHIV KUMAR KANDIPALLI son of Sh. RAMA RAO KANDIPALLI, employed as Care Manager, Apollo Health City, Jubilee Hills, Hyderabad, residing at Flat 501, Srivari Palace, HT Road, Srinivasa Nagar, Dr. A. S. Rao Nagar, Hyderabad-62, have changed my name and shall hereafter be known as SAMPATH NAGA SATYAVENKAT.

It is certified that I have complied with other legal requirements in this connection.

VENKATA SATYA SHIV KUMAR KANDIPALLI
[Signature (in existing old name)]

I, hitherto known as RAM BANSFORE son of Sh. BANSHILAL MALLIK, employed as Examiner (Skilled), residing at F/4/6, Forward Line, Orderly Bazar, P.O. & P.S. Barrackpore Distt : 24 Parganas (N), Kolkata-700120, have changed my name and shall hereafter be known as RAM MALLIK.

It is certified that I have complied with other legal requirements in this connection.

RAM BANSFORE
[Signature (in existing old name)]

I, hitherto known as KHASBHU TAYAL daughter of Sh. SANDEEP KUMAR, residing at 88, Ward No. 12, Dhuri, have changed my name and shall hereafter be known as RUPALI TAYAL daughter of Sh. SANDEEP KUMAR.

It is certified that I have complied with other legal requirements in this connection.

KHASBHU TAYAL
[Signature (in existing old name)]

I, hitherto known as DHUBKARYA BHUPENDRA son of Sh. HEERALAL DHUBKARYA employed as JTO (BSNL), Sector 49-C, Chandigarh, residing at #664-B, BSNL, Sector-44A, Chandigarh, have changed my name and shall hereafter be known as BHUPENDRA DHUBKARYA.

It is certified that I have complied with other legal requirements in this connection.

DHUBKARYA BHUPENDRA
[Signature (in existing old name)]

I, hitherto known as NAGARAJA R. son of Late RAJANNA, employed as Technician-I, South Western Railway, Bangalore, Karnataka, residing at "Skanda Nilaya", No. 163/5, 3rd Main, 10th Cross, Maruthi Nagar, Yelahanka, Bangalore-560064 Karnataka State, have changed my name and shall hereafter be known as NAGARAJ KUMAR GOWDA.

It is certified that I have complied with other legal requirements in this connection.

NAGARAJA R.
[Signature (in existing old name)]

I, hitherto known as RAM RATAN LODHI RAJPUT son of Late MIHI LAL LODHI RAJPUT, employed as an Airman (Junior Warrant Officer) in Indian Air Force, residing at SMQ, 443/5, NP Area, AF Stn. Jalahalli East, Bangalore-560014, have changed my name and shall hereafter be known as RAM RATAN RAJPUT.

It is certified that I have complied with other legal requirements in this connection.

RAM RATAN LODHI RAJPUT
[Signature (in existing old name)]

I, hitherto known as DORILAL son of Sh. GANGASAHAY, employed as Forman-B in Waste Management Division, CC : NG/405/1450 in B. A. R. C. Trombay Mumbai-400085, residing at C-16, Vindhya, Anushaktinagar, Mumbai-400094, have changed my name and shall hereafter be known as DORILAL GANGASAHAY RAJPUT.

It is certified that I have complied with other legal requirements in this connection.

DORILAL
[Signature (in existing old name)]

I, hitherto known as REKHA KAUR @ MAMTA daughter of Shri RAJ KUMAR wife of Mr. Surjit Singh, a Housewife, residing at J.G-III, 227-A, Janta Flats, Vikas Puri, New Delhi, have changed my name and shall hereafter be known as PRIT KAUR.

It is certified that I have complied with other legal requirements in this connection.

REKHA KAUR @ MAMTA
[Signature (in existing old name)]

I, hitherto known as MR. BHAT BHARGAVA NAGARAJA son of Shri B. NAGARAJA BHAT, a Student, residing at "Anantha" Srinivasa Nagar, 2nd Cross, Kunjibettu Post, Udupi, Karnataka State, Pin-576102, have changed my name and shall hereafter be known as MR. BHARGAV.

It is certified that I have complied with other legal requirements in this connection.

MR. BHAT BHARGAVA NAGARAJA
[Signature (in existing old name)]

I, hitherto known as SAUMYA JOSHI son of Shri VINOD KUMAR JOSHI, a Medical Student, Sawai Man Singh Medical College, Jaipur, residing at II/31, Saumya Marg, Gandhinagar, Jaipur, Rajasthan, 302015, have changed my name and shall hereafter be known as SAUMYA VINOD JOSHI.

It is certified that I have complied with other legal requirements in this connection.

SAUMYA JOSHI
[Signature (in existing old name)]

I, hitherto known as SHYAM SUNDER son of Late BAIJ NATH SHARMA, residing at 91D, R-Block, (New), Dilshad Garden, New Delhi-110095, have changed my name and shall hereafter be known as SHYAM SUNDER SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SHYAM SUNDER
[Signature (in existing old name)]

I, hitherto known as URAN SINGH son of Late RAM SINGH KIRALA, residing at RZ, C-3/186, Mahavir Enclave, Gurudwara, Road, New Delhi-110045, have changed my name and shall hereafter be known as PURAN SINGH KIRALA.

It is certified that I have complied with other legal requirements in this connection.

URAN SINGH
[Signature (in existing old name)]

I, hitherto known as DEEPAK, DEEPAK KUMAR, DEEPAK KUMAR SHARMA AND DEEPAK SHARMA son of Shri BHIM SHARMA, residing at 134-A, Hari Nagar, Ashram, New Delhi-110014, have changed my name and shall hereafter be known as DEEPAKVASHISTH.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK, DEEPAK KUMAR, DEEPAK KUMAR SHARMA AND DEEPAK SHARMA
[Signature (in existing old name)]

I, hitherto known as ARVIND KUMAR son of Shri RAJENDRA PRASAD KAUSHIK, employed as Structural Civil Engineer, residing at 74-C, Railway Loco Colony, Loco Shed, Moradabad (Uttar Pradesh-244001) have changed my name and shall hereafter be known as ARVIND KUMAR KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

ARVIND KUMAR
[Signature (in existing old name)]

I, hitherto known as MUNI RAM HARIJAN son of Late BAIDYA NATH RAM, residing at RZ-156-B, Gali No. 9-B, Kailash Puri, Palam Colony, New Delhi-45, have changed my name and shall hereafter be known as MUNI RAM.

It is certified that I have complied with other legal requirements in this connection.

MUNI RAM HARIJAN
[Signature (in existing old name)]

I, hitherto known as VIKRAM MEHDIRATTA son of Shri R. K. MEHDIRATTA, employed as Director of Benneta Barscope Private Limited, residing at C-194, Defence Colony, New Delhi-110024, have changed my name and shall hereafter be known as VICKRAM MEDERATA.

It is certified that I have complied with other legal requirements in this connection.

VIKRAM MEHDIRATTA
[Signature (in existing old name)]

I, hitherto known as MANOJ son of Shri RAJPAL SINGH, residing at Village Semrikalan Post Palakmati Tehsil Goharganj, District Raisen (M. P.), have changed my name and shall hereafter be known as MANOJ KUMAR.

It is certified that I have complied with other legal requirements in this connection.

MANOJ
[Signature (in existing old name)]

I, hitherto known as GAURAV GARG son of Shri LOKESH GARG, residing at G-424, 25, JJ Colony, Shakur Pur, Delhi-110034, have changed my name and shall hereafter be known as GIRISH GARG.

It is certified that I have complied with other legal requirements in this connection.

GAURAV GARG
[Signature (in existing old name)]

I, hitherto known as MOHAMMAD ZAHIR son of Sh. YAQUB, employed as Barber Shop in Poorvanchal JNU, residing at CN-401, Moti Lal Nehru Camp New Delhi-110067, have changed my name and shall hereafter be known as MUNNA.

It is certified that I have complied with other legal requirements in this connection.

MOHAMMAD ZAHIR
[Signature (in existing old name)]

I, hitherto known as MUNSHARAM son of Sh. JOHARIMAL, residing at Alampur Khera Distt. Rewari, have changed my name and shall hereafter be known as MANSARAM

It is certified that I have complied with other legal requirements in this connection.

MUNSHARAM
[Signature (in existing old name)]

I, hitherto known as ASHEESH son of Late SURINDER NATH, employed as Entrepreneur, residing at Pocket A-1, H.No. 21-22, First Floor, Sector-11 Rohini, New Delhi-110085, have changed my name and shall hereafter be known as ASHISH MAI.LIK.

It is certified that I have complied with other legal requirements in this connection.

ASHEESH
[Signature (in existing old name)]

I, hitherto known as PROMILA RANI CHOPRA wife of Sh. MAHENDRA KUMAR CHOPRA, employed as SSS, MTNL, Delhi, Office of the SDE (FRS), Rajouri Garden, residing at 1/19, Ramesh Nagar, Delhi-110015, have changed my name and shall hereafter be known as PROMILA CHOPRA.

It is certified that I have complied with other legal requirements in this connection.

PROMILA RANI CHOPRA
[Signature (in existing old name)]

I, hitherto known as PRATAP SINGH son of Late GOVIND SINGH, residing at K21/79, Nehru Marg, Gautam Vihar, Ghonda, Delhi-110053, have changed my name and shall hereafter be known as PRATAP SINGH PALIWAL.

It is certified that I have complied with other legal requirements in this connection.

PRATAP SINGH
[Signature (in existing old name)]

I, hitherto known as GABBER SINGH SISODIYA @GABBER SINGH son of Sh. ROOP SINGH SISODIYA, residing at Ward No. 6, Bramhpuri, Omkareshwar, Mandhata Omkareshwar East Nimar, Madhya Pradesh-450554, have changed my name and shall hereafter be known as TEJPAL SINGH SISODIYA.

It is certified that I have complied with other legal requirements in this connection.

GABBER SINGH SISODIYA @GABBER SINGH
[Signature (in existing old name)]

I, MANJEET SINGH son of AMRIK SINGH, a Prop. in the H.K. Textiles, residing at C-119, Dayanand Colony, Lajpat Nagar-4, New Delhi-110024, have changed the name of my minor daughter JASNEET ALUNG, aged 17 + years whose date of birth is 07.08.1995 and she shall hereafter be known as JASNEET KAUR ALUNG.

It is certified that I have complied with other legal requirements in this connection.

MANJEET SINGH
[Signature of Guardian]

I, hitherto known as BARUN KUMAR BALA son of Sh. N.K. BALA, employed as Agent in LIC of India, residing at RZ-2698/30 Tughlakabad Extn. New Delhi-110019, have changed my name and shall hereafter be known as VARUN KUMAR BALA.

It is certified that I have complied with other legal requirements in this connection.

BARUN KUMAR BALA
[Signature (in existing old name)]

I, hitherto known as GHANSHYAM DASS son of Sh. KRISHAN KUMAR, employed as Assistant Manager in CCD NTPC VSTPS, residing at 207A, Krishna Bhawan, NTPC VSTPS, Vindhyanagar, Singrauli, MP-486885, have changed my name and shall hereafter be known as GHANSHYAM BANSAL.

It is certified that I have complied with other legal requirements in this connection.

GHANSHYAM DASS
[Signature (in existing old name)]

I, hitherto known as ROHIT SEHRAWAT son of Sh. DEVENDER SEHRAWAT, studing in Delhi University, residing at Vill Bakkarwala, Post Mundka, New Delhi-110041, have changed my name and shall hereafter be known as A.A. ROHIT SEHRAWAT.

It is certified that I have complied with other legal requirements in this connection.

ROHIT SEHRAWAT
[Signature (in existing old name)]

I, hitherto known as VIJAY KUMAR RAWAT son of Sh. BHAJAN SINGH, employed as Sales Officer, residing at D-803, Mangol Puri, New Delhi-110083, have changed my name and shall hereafter be known as VIJAY KUMAR.

It is certified that I have complied with other legal requirements in this connection.

VIJAY KUMAR RAWAT
[Signature (in existing old name)]

I, hitherto known as GULSHAN KUMAR RAWAT son of Sh. VIJAY KUMAR RAWAT, a student, residing at D-803, Mangol Puri, New Delhi-110083, have changed my name and shall hereafter be known as GULSHAN KUMAR.

It is certified that I have complied with other legal requirements in this connection.

GULSHAN KUMAR RAWAT
[Signature (in existing old name)]

I, hitherto known as PANKAJ KUMAR son of Sh. SUSHIL KUMAR, residing at A-26, Block-A, Kanti Nagar East, Krishna Nagar, Delhi-110031, have changed my name and shall hereafter be known as MUKESH KUMAR.

It is certified that I have complied with other legal requirements in this connection.

PANKAJ KUMAR
[Signature (in existing old name)]

I, hitherto known as IKBAL SINGH son of Sh. RAJENDER SINGH, a student, aged 22 yrs. residing at 679/7, Govindpuri, Kalkaji, New Delhi-110019, have changed my name and shall hereafter be known as PRITAM SINGH.

It is certified that I have complied with other legal requirements in this connection.

IKBAL SINGH
[Signature (in existing old name)]

I, hitherto known as ANJU DASGUPTA daughter of Sh. S.K. CHHIBBER, IAS Retd., employed as Government Servant (Retired), Additional Secretary, GoI, residing at B-103, Defence Colony, New Delhi-110024, have changed my name and shall hereafter be known as ANJU CHHIBBER.

It is certified that I have complied with other legal requirements in this connection.

ANJU DASGUPTA
[Signature (in existing old name)]

I, hitherto known as BASANTI KUMARI daughter of Sh. MANO KACHHAP wife of Sh. AJAY KUMAR BANDO, residing at Vill. Khatanga Ormanjhi, Distt. Ranchi, Jharkhand, have changed my name and shall hereafter be known as ANKITA BANDO.

It is certified that I have complied with other legal requirements in this connection.

BASANTI KUMARI
[Signature (in existing old name)]

I, SHYAM BABU SINGH son of Late JAGAT SINGH, employed as Govt. Doctor at LRS Institute of TB & RD, residing at D-4, LRS Institute Campus, New Delhi-110030, have changed the name of my minor son DIVYANSH and he shall hereafter be known as DIVYANSH SINGH.

It is certified that I have complied with other legal requirements in this connection.

SHYAM BABU SINGH
[Signature of Guardian]

I, hitherto known as ISHAAN SWARAN SHARMA son of Ms. SWARAN KANTA SHARMA, employed as Student, B.A., LL.B., residing at H. No. 3/20, West Patel Nagar, New Delhi-110008, have changed my name and shall hereafter be known as ISHAAN SHARMA.

It is certified that I have complied with other legal requirements in this connection.

ISHAAN SWARAN SHARMA
[Signature (in existing old name)]

PUBLIC NOTICE

It is for general information that I, MOHINDER KUMAR SHARMA, son of Sh. JAGDISH RAI, residing at 168, First Floor, Model Town Phase-I, Bathinda, Punjab, declare that name of my wife has been wrongly written as Mrs. AARTI SHARMA in the educational documents of my son RISHAV SHARMA aged 18 years. The actual name of my wife is SEEMA SHARMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

MOHINDER KUMAR SHARMA
[Signature]

It is for general information that I, SATEIN SAROJINI PYARI BRAJO, wife of Sh. IGNATIUS TOPPO, residing at

B-1799, Nalco Nagar, Distt. Angul, Pin-759145, declare that name of mine has been wrongly written as SAROJINI BARJO in my educational documents/service book/license and in other documents. The actual name of mine is SATEIN SAROJINI PYARI BRAJO which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SATEIN SAROJINI PYARI BRAJO
[Signature]

It is for general information that I PAWAN GUPTA, son of Late LOK NATH GUPTA, residing at E-3, Sushila Road, Adarsh Nagar, Delhi-110033, declare that name of mine and my son has been wrongly written as PAWAN KUMAR GUPTA/SAKSHAM in educational documents. The actual name of mine and my son is PAWAN GUPTA/SAKSHAM GUPTA respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

PAWAN GUPTA
[Signature]

It is for general information that I, RAM PAL SINGH, son of Sh. BALJOR SINGH, residing at S-219/298, (Old No. 71), A.B.S. Camp, East of Kailash, New Delhi-110065, declare that name of mine has been wrongly written as RAM PHAL in the educational documents of my son SACHIN KUMAR. The actual name of mine is RAM PAL SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAM PAL SINGH
[Signature]

It is for general information that I, PRADEEP KUMAR, son of Sh. SHIV RAJ, residing at 532, Pandit Maholla, Khera Kalan, Delhi-110082, declare that name of mine has been wrongly written as PRADEEP SINGH in my Driving License and in the other documents. The actual name of mine is PRADEEP KUMAR which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

PRADEEP KUMAR
[Signature]

It is for general information that I, Mrs. SARASWATI DEVI BISHT, wife of Sh. LALIT SINGH BISHT mother of Mr. KAPIL SINGH, residing at 140, Madangir Village, New Delhi-110062, declare that name of mine has been wrongly written as Mrs. SARASWATI SINGH BISHT in my son's educational documents. The actual name of mine is Mrs. SARASWATI DEVI BISHT which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SARASWATI DEVI BISHT
[Signature]

It is for general information that I, JASBIR SINGH, son of Sh. GURUCHARAN SINGH, residing at B-58B, Block-A

& B, Bharat Vihar, Nilothi Extn. Nangloi, New Delhi-41 declare that name of mine has been wrongly written as JAGBIR SINGH in educational documents of my minor son. The actual name of mine is JASBIR SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

JASBIR SINGH
[Signature]

It is for general information that I, SURAT SINGH, son of Late SAHAB SINGH, residing at 46, Kilokari, Behind Thapar Chamber, Maharani Bagh, New Delhi-110014, declare that name of my father has been wrongly written as SHRI PAL in Arms Licence and as SAHER SINGH in my Passport. The actual name of my father is SAHAB SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURAT SINGH
[Signature]

It is for general information that I, TARAKESWAR YADAV son of Late SUKRAM, residing at Holding No. 401/267/6 Ward No. 10. Near New Shiv Mandir Post Kharagpur Distt. Midnapore (West). West Bengal-721301. Declare that the name of my son has been wrongly written as PEUSH YADAV in educational documents and in other documents. The actual name of my son is PIYUSH YADAV which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

TARAKESWAR YADAV
[Signature]

I, ASHOK KUMAR son of Late MOHAN LAL VISHWAKARMA, residing at 26/62, Wright Town, Telegraph Factory Gate No. 2, Jabalpur (MP), employed in the Ordnance Factory Khamaria, Jabalpur as Machinist/High Skilled under T. No. CTR/18/60746, do hereby declare for general information that my name has been wrongly written as ASHOK KUMAR in the Service Record & others Documents. My actual name is ASHOK KUMAR VISHWAKARMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR
[Signature]

It is for general information that I, YOGESH KUMAR son of Sh. YAD RAM, residing at Vill. Sampke, Teh. Farrukhnagar, Distt. Gurgaon (Hr.) declare that name of mine has been wrongly written as YOGESH YADAV in the educational

Documents of my son VAASU DEV YADAV. The actual name of mine is YOGESH KUMAR which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

YOGESH KUMAR
[Signature]

It is for general information that I, BINDRAWATI wife of Sh. HARI PAL, residing at B-2/305, New Kondli, Delhi-110096, declare that name of mine has been wrongly written as RAJNI in educational Documents of my son VIVEK PAL. The actual name of mine is BINDRAWATI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

BINDRAWATI
[Signature]

CORRIGENDA

The Address of Sh. HEMANT KUMAR SHARMA may be read as F-16B, MIG DDA Flats, Hari Nagar, New Delhi-110064 instead of F-168, MIG DDA Flats, Hari Nagar, New Delhi-110064 as appeared in Issue No 7 of Gazette of India, Weekly, Part-IV at Page No. 377 Column 1, 4th Advertisement, 3rd line.

Old name may be read as KUMARI PUSHPA instead of PUSHPA, Published in Issue No 7 of Gazette of India, Weekly, Part-IV dated February 16, 2013 at Column No. 2, of Page No. 380, advertisement No. 5, 1st line.

एम सी एक्स स्टॉक एक्सचेंज लिमिटेड

मुंबई-400093

एम सी एक्स स्टॉक एक्सचेंज लिमिटेड के उप-नियमों का निष्पादक संघर्ष 24 अगस्त, 2012 को हुई निदेशक मंडल की बैठक में संशोधित किया गया। पूर्ववर्ती प्रकाशन के पश्चात् इन संशोधनों को सेबी द्वारा दिनांक 22 जनवरी, 2013 के अपने पत्र सं. एमआरडी/टीएसए/एमसीएक्स-एसएक्स/ओडल्यू/1985/2013, द्वारा अनुमोदित किया गया :

अध्याय-XIV-निवेशक संरक्षण निधि

उप-नियम-11 में खंड (च) के पश्चात् निम्नलिखित जोड़ा जाएगा, नामतः

"(छ) एक्सचेंज द्वारा अपने सदस्यों पर लगाए गए अर्थदंड।"

जोसफ मेस्सी

प्रबंध निदेशक और सीईओ

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड

टिप्पणी : हिन्दी पाठ में अंतर की दशा में अंग्रेजी पाठ अभिभावी होगा।

नेशनल मल्टी-कॉमोडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड

अहमदाबाद, दिनांक 3 जनवरी 2013

बायदा बाजार संविदा (विनिमय) 1952 (1952 का 74) की धारा 12(1) तथा भारत सरकार, वाणिज्य और उद्योग मंत्रालय की अधिसूचना सं. एस.ओ. 1162 दिनांक 4 मई, 1960 के सहपत्रित उप निदेशक बायदा बाजार आयोग का दिनांक 29.10.2012 को अनुमोदन प्राप्त कर मल्टी-कॉमोडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड, अहमदाबाद की उपविधि में निम्नलिखित संशोधन किए गए हैं तथा इसे उक्त अधिनियम की धारा 12 की उपधारा-2 के तहत एतद्वारा अधिसूचित किया गया है।

उप विधि में संशोधन

मौजूदा अध्याय 13 (व्यापार गारंटी निधि) और अध्याय 14 (प्रकीर्ण) के पश्चात् अध्याय 14 निवेशक (मुवक्किल) साक्ष्य निधि को अस्थापित कर अध्याय 15 के रूप में निम्नवत् पुनः संख्या बन्द किया जाएगा :-

अध्याय 14 निवेशक (मुवक्किल) साक्ष्य निधि

1. एक्सचेंज एनएमसीई निवेशक (मुवक्किल) संरक्षण निधि न्यास (न्यास) द्वारा अनुरक्षित निवेशक (मुवक्किल) संरक्षण निधि (निधि) को स्थापित एवं उसका रख-रखाव करेगा।
2. निधि का उद्देश्य:-
निधि का उद्देश्य होगा :-

 - क. निवेशक/मुवक्किल का एक्सचेंज सदस्य की चूक के फलस्वरूप अर्हक/कानूनी दावों के संबंध में निवेशक/मुवक्किल के हितों को रक्षित करने और उसका सुरक्षण करना; और
 - ख. बायदा बाजार आयोग अथवा एक्सचेंज द्वारा निधि के निवेश से अर्जित ब्याज से यथानिर्णित निवेशक/मुवक्किल शिक्षा, जागरूकता, अनुसंधान और ऐसे अन्य कार्यक्रमों को आयोजित करना।

निधि की संरचना:-

- क. एक्सचेंज से ऐसे अंशदान द्वारा जिन्हें समय-समय पर एफएमसी द्वारा निर्णित/निर्देशित किया जाए।
- ख. समय-समय पर एक्सचेंज द्वारा उद्ग्रहित/संग्रहित तथा निधि में अंतरित सभी निधि;
- ग. निधि के निवेश द्वारा अर्जित आय तथा ब्याज तथा लाभांश;
- घ. निधि के निवेश से होने वाली जमाराशि;
- ड. निधि का भाग बनने वाला अन्य धन या सम्पत्ति;
- च. एक्सचेंज के सदस्य द्वारा कोई अंशदान जिसे एक्सचेंज द्वारा समय-समय पर विनिर्धारित किया जाये।

एक्सचेंज द्वारा समय-समय पर निर्धारित -

एक्सचेंज को आगे एक्सचेंज के निर्णयनुसार सदस्य से ऐसे अतिरिक्त अंशदान देने को कहा जाएगा जिन्हें समय-समय पर निधियों में कमी को पूरा किया जा सके।

एक्सचेंज यह सुनिश्चित करेगा कि निधियों को एक्सचेंज तथा निधियों से भली-भांति ढंग से पृथक रखा जाये तथा निधि एक्सचेंज की किसी भी प्रकार की देयताओं से उन्मुक्त होगी।

निधि का प्रबन्धन:-

न्यासियों का निधि के प्रबन्धक पर समग्र नियंत्रण होगा। न्यासी समय-समय पर जारी निर्देशों/विनिर्देशों के अनुसार आवधिक रूप से बैठक करेंगे अथवा जैसा वर्ष के दौरान जब भी न्यासी उचित समझेंगे, बैठक करेंगे। किन्हीं भी तीन न्यासियों की उपस्थिति ऐसी बैठक के लिए गणपूर्ति समझी जाएगी। प्रत्येक न्यासी का एक वोट होगा तथा बहुमत का निर्णय सर्वमान्य होगा। दोनों पक्षों के बराबर मत पड़ने पर अध्यक्ष का मत निर्णयिक होगा।

5. निधियों का लेखा तथा लेखा परीक्षा:

जब तक कि एक्सचेंज के बोर्ड के निदेशक अन्यथा निदेश न दें, निधि के लेखा को एक्सचेंज के लेखों के भाग के रूप में तैयार किया जाएगा व उनका रख-रखाव किया जाएगा तथा उनकी लेखा परीक्षा एक्सचेंज के लेखाओं के भाग के रूप में की जाएगी।

6. निधि के एक्सचेंज का योगदान:

एफएमसी की किसी भावी निदेश अथवा दिशानिर्देश के अध्यधीन एक्सचेंज एफएमसी द्वारा जब तक अथवा विहित न किया जाए निधियों में निम्नवत योगदान देगा।

क. एक्सचेंज के सदस्यों द्वारा प्रभारित टर्नओवर शुल्क का 1 प्रतिशत के समकक्ष धनराशि 25,00,000/- (पच्चीस लाख रुपये) जो भी किसी बिक्री वर्ष में कम हो।

ख. सभी शास्त्रियाँ जब कभी भी उद्घाहित एवं संग्रहित की जाए उनमें से प्रशासनिक प्रभार को घटाकर जो कि उद्घाहित शास्त्रियों तथा संग्रहित शास्त्रियों के योग के 10 प्रतिशत से अधिक नहीं होगा अथवा एफ एम सी द्वारा समय-समय पर जो भी विहित किया जाए।

ग. एक्सचेंज के निदेशक मण्डल से स्थों से निवेशक (मुवक्किल) संरक्षण निधि का उद्गङ्खण करेगा जो यह उचित समझे।

7. सदस्यों द्वारा निधियों में योगदान:

एक्सचेंज का प्रत्येक सदस्य समय-समय पर निधियों में ऐसी धनराशि का योगदान देगा जो समय-समय पर एक्सचेंज द्वारा निर्धारित किया जायेगा।

8. दावे के लिए न्यूनतम सीमा:

क. एक्सचेंज न्यास के साथ परामर्श करके उपयुक्त मुआवजा सीमा का निर्धारण करने के लिए मुक्त होगा तथापि, किसी निवेशक/मुवक्किल के एकल दावे के समक्ष मुआवजे की अधिकतम धनराशि जो किसी एक्सचेंज के सदस्य की चूक के फलस्वरूप माँगी गई हो, 2,00,000/- (रुपये दो लाख) होगी।

ख. भुगतान किया जाने वाला मुआवजा किसी निवेशक/मुवक्किल को भुगतान किए जाने वाली वास्तविक धनराशि से अधिक नहीं होगा जो कि एक्सचेंज या एफ एम सी द्वारा समय-समय पर निर्धारित अधिकतम सीमा के अध्यधीन होगा। धनराशि में से ऐसी धनराशि या अन्य लाभ जिन्हें प्राप्त किया गया हो अथवा निवेशक/मुवक्किल द्वारा किसी स्थोत से प्राप्त किया जाना हो, उसमें ऐसे निवेशक/मुवक्किल द्वारा चूककर्ता सदस्य को संदाय की जाने वाली धनराशि में से हानि को घटा दिया जाएगा।

ग. ऐसे प्रत्येक चूककर्ता सदस्य के विशेष दावों के संबंध में भुगतान किए गए मुआवजा 25,00,000/- (पच्चीस लाख रुपये) से अधिक नहीं होगा अथवा एक्सचेंज द्वारा समय-समय पर निर्धारित कोई अन्य राशि होगी जिसे वायदा बाजार आयोग द्वारा पूर्व अनुमोदन प्राप्त किया जाएगा।

एक्सचेंज उक्त मुआवजों की सीमा या उसमें किसी भी परिवर्तन को जनता के बीच प्रेस विज्ञप्ति साथ ही, एक्सचेंज द्वारा अपनी वेबसाइट पर जारी परिपत्रों के माध्यम से जानकारी दी जाएगी। तथापि एफएमसी जहाँ उचित समझे किसी मुवक्किल के एकल दावे के समक्ष उपलब्ध मुआवजे की धनराशि की समीक्षा कर सकता है।

9. निधि से मुआवजा प्राप्त करने हेतु पात्र व्यक्ति:

निवेशक/मुवक्किल के वैध दावे ही निधि से मुआवजा पाने के पात्र होंगे। किसी सदस्य अथवा उसके प्राधिकृत व्यक्ति (जिसे पूर्व में सब ब्रोकर के नाम से जाना जाता था) अथवा किसी नाम से फ्रेंचाईजी अथवा कोई अन्य बाजार मध्यवर्ती निधि से दावों के संबंध में मुआवजा प्राप्त करने का हकदार नहीं होगा।

10. निधि के तहत पात्र दावे:

एक्सचेंज के अन्य नियम, उपविधि तथा विनियम/व्यापारिक नियम के अध्यधीन, निधि का उपयोग किसी निवेशक/मुवक्किल के ऐसे पात्र/वैध दावों का मुआवजा प्रदान करने के लिए किया जायेगा जिन्हें एक्सचेंज पर किसी लेन-देन के संबंध में हानि हुई हो जो किसी सदस्य द्वारा एक्सचेंज के नियम, उपविधि और विनियम/व्यापार नियमों के अनुरूप चूककर्ता घोषित हो जाने के कारण हुई हो।
जहाँ-

- क. जहाँ चूककर्ता सदस्य के विरुद्ध नब्बे दिनों की विनिर्दिष्ट अवधि के समक्ष दावा प्राप्त किया गया हो (एक्सचेंज द्वारा अधिसूचित), निधि से मुआवजा प्राप्त करने हेतु पात्र होगा।
- ख. यदि कोई पात्र दावा विनिर्दिष्ट अवधि की समाप्ति की तिथि से 3 वर्ष की अवधि के भीतर उल्लंघन हुआ है, ऐसे दावों को न्यास के विवेकानुसार संसाधित किया जायेगा।
- ग. एक्सचेंज में निवेशक/मुवक्किल तथा किसी सदस्य (जिसे चूककर्ता घोषित किया जा चुका हो) के बीच एक्सचेंज पर एक्सचेंज के नियमों, उप विधि तथा व्यापारिक नियमों के अनुसार निष्पादित किसी भी लेन-देन के संबंध में उत्पन्न दावे।
- घ. एक्सचेंज द्वारा पहले ही निपटाये गए वस्तु वायदा संविदा में व्यापार परन्तु उक्त संविदाओं के संबंध में बाध्यताओं को चूककर्ता सदस्य द्वारा संबंधित निवेशक/मुवक्किल के संबंध में पूर्ण नहीं किया गया हो।
- ड. दावे ऐसी अन्य उपेक्षाओं को पूर्ण करते हों जिन्हें एक्सचेंज समय-समय पर विनिर्दिष्ट करे।
- 11. मुआवजे हेतु अनर्हक दावे:**
- एक्सचेंज अथवा चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति/ अनुशासनात्मक कार्यवाही नीति/एक्सचेंज की अनुशासनात्मक कार्यवाही समिति न्यास तथा न्यास के न्यासी दावों पर विचार करने के लिए बाध्य नहीं होंगे यदि दावे निम्नवत् के फलस्वरूप किए गए हों :-
- क. वस्तुओं में संविदा, जिनमें लेन-देन की अनुमति नहीं हो अथवा जो एक्सचेंज की उपविधि, नियमों अथवा विनियमों/व्यापारिक नियमों के अध्यधीन अथवा उसके अनुरूप न हो अथवा जिसमें दावा करने वालों ने न तो स्वयं भुगतान किया हो अथवा चूककर्ता सदस्य के साथ मिलकर मार्जिन का उपवंचन किया गया हो (जिसमें प्रारम्भिक, वी ए आर, निविदा अवधि, मार्जिन, सुरुद्दी अवधि मार्जिन, विशेष/अतिरिक्त मार्जिन आदि, जो समय-समय पर लागू हो) जिनका भुगतान लेन भुगतान लेन-देन या किसी वस्तु में संविदा के फलस्वरूप किया हो; अथवा
- ख. पिछले लेन-देन में कोई बकाया शेष अथवा कोई बकाया अन्तर जिसके संबंध में उचित समय पर दावा न किया गया हो अथवा एक्सचेंज के उपविधि, नियमों और विनियमों/व्यापार नियमों में विहित पद्धति से दावा न किया गया हो अथवा/और जो दावा, ऐसे दावे के समय पूर्ण या आंशिक धनराशि के भुगतान हेतु वास्तविक धनराशि के स्थान पर दावों के निपटारे हेतु व्यवस्था के फलस्वरूप हुआ हो; अथवा
- ग. प्रतिभूति सहित अथवा बिना प्रतिभूति के ऋण; अथवा
- घ. एक पोर्टफोलियो प्रबन्ध सेवा, अथवा
- ड. एक गठजोड़ अथवा जाली लेन-देन।
- 12. विनिर्दिष्ट किए जाने हेतु प्रक्रिया:**

एक्सचेंज/न्यासी एफएमसी समय-समय पर जारी दिशानिर्देशों/निर्देशों के अध्यधीन प्रक्रियाओं का विनिर्दिष्ट करने हेतु इस अध्याय के उपबन्धों को पूर्व करने के लिए पात्र होगा और वह इस अध्याय के उपबन्धों के कार्यान्वयन में आने वाली समस्याओं को दूर करने हेतु स्पष्टीकरण भी जारी करने का हकदार होगा।

13. चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति के दावों की समीक्षा:

एक्सचेंज, चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति तथा निर्धारित प्रक्रिया के अनुसार दावों को संसाधित करेगा तथा चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति दावों की संवीक्षा करेंगे और यदि दावा करने वालों के दावे के साथ एक्सचेंज के नियमों, उपविधि तथा व्यापारिक नियमों के अनुरूप पारित पंचाट अवार्ड की प्रति नहीं होगी तो चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति को प्राप्त ऐसे सभी दावे पहली नजर में ही दावे का निर्धारण करने हेतु पंचाट से संबंधित नियमों, उपविधि तथा विनियमों के अनुरूप पंचाट को भेज दिए जायेंगे। अगर अवार्ड मुवक्किल के हगाएं यारित किया जाता है तथा देयताओं के परिसमाप्त किए जाने पर चूककर्ता सदस्य की परिस्थितियाँ अनुमोदित दावों की पूर्ति करने हेतु अपर्याप्त पाई जाती हैं तो चूककर्ता समिति/अनुशासनात्मक समिति दावों की सिफारिशों सहित न्यास को भेजेगी/विनिर्दिष्ट अवधि (नब्बे दिन) की समाप्ति के तीन वर्षों के अन्दर उत्पन्न कोई भी पात्र दावों को न्यासियों के विवेकाधिकार के अनुसार चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति द्वारा संसाधित किया जायेगा।

14. दावों के अनुरूप तथा भुगतान का निर्धारण:

दावों की प्रमाणिकता सहित दावों के स्वरूप का निर्धारण करने हेतु पद्धति के संबंध में परिशुद्ध निर्णय न्यासी का होगा और वह अपने विवेकानुसार दावों को स्वीकार या अस्वीकार अथवा आंशिक रूप से प्रदत्त करने या दावों को अनुमति प्रदान करने तथा उनका भुगतान करेगा जो कि उसमें उल्लेखित सीमाओं के अध्यधीन होगा, जिन्हें वह उचित या उपयुक्त समझेंगे। न्यासी केवल ऐसे दावों को ही स्वीकार करेंगे जिन्हें चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति अथवा निवेशक शिकायत मण्डल/एक्सचेंज की समिति/अनुशासनात्मक कार्यवाही समिति द्वारा स्वीकार किया गया हो, और जिनकी क्षतिपूर्ति चूककर्ता सदस्यों की परिसम्पत्तियों द्वारा नहीं की जा सके। यदि न्यासी इस बात से संतुष्ट न हो कि कोई दावा प्रामाणिक है वे दावे को अस्वीकार कर देंगे तथा तदनुसार इसके कारणों की सूचना निवेशक/मुवक्किल को देंगे। न्यासी दावाकर्ताओं से प्राप्त दावों की वैधता का निर्धारण करने के लिए एक्सचेंज की पंचाट प्रक्रिया को स्वीकार कर सकते हैं। न्यासी दावाकर्ताओं को किए जाने वाले भुगतान को जारी करने से पूर्व चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति का परामर्श प्राप्त कर सकते हैं।

15. न्यासियों का निर्णय अन्तिम होगा:

दावों के निपटारे अथवा अन्यथा के संबंध में न्यासियों का निर्णय दावाकर्ताओं के लिए अन्तिम एवं बाध्यकारी होगा। दावाकर्ता एक बचन पत्र पर हस्ताक्षर करेगा कि वह न्यासियों के निर्णय को स्वीकार करेगा।

16. अपीलः

यदि किसी दावे पर चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति द्वारा कार्यवाही नहीं की जाती है अथवा न्यासियों द्वारा अस्वीकृत कर दिया जाता है तो दावाकर्ता इस संबंध से गठित एक्सचेंज के निदेशक मण्डल अथवा एक्सचेंज के निदेशक मण्डल की किसी उप समिति के समक्ष सभी कागजातों तथा याचिका और पंचाट कार्यवाहियों सहित अपील कर सकता है।

एक्सचेंज का निदेशक मण्डल या निदेशक मण्डल की ऐसी उपसमिति, निवेशक/मुवक्किल के पक्ष में पारित किसी अवार्ड के चलते ही किसी दावे को स्वीकार करने अथवा अवार्ड को किसी सदस्य की सहमति से पारित किया गया है अथवा चौंक सदस्य के निवेशक/मुवक्किल के दावों का विरोध नहीं किए जाने पर उसके सीधे भुगतान को बाध्य नहीं होगा।

एक्सचेंज का निदेशक मण्डल अथवा निदेशक मण्डल की उपसमिति निवेशक/मुवक्किल से ऐसी अन्य सूचना पर दस्तावेज मंगवाने का हकदार है जो वह निवेशक/मुवक्किल के दावे की जांच के लिए आवश्यक समझौते और ऐसी सूचना और दस्तावेजों के प्रस्तुत न किए जाने पर दावे को अस्वीकार कर सकता है।

17. चूककर्ता की परिस्थितियों पर प्रभारः

निधि से (निवेशक/मुवक्किल को) किसी भी धनराशि का भुगतान किए जाने पर संबंधित चूककर्ता सदस्य भविष्य में निधि में धनराशि का 2 प्रतिशत माह की दर से ब्याज के साथ भुगतान करेगा (अथवा ऐसे दर, जिसका एक्सचेंज का निदेशक मण्डल निर्धारण) समय-समय पर निर्धारण करे। एक्सचेंज निधि के लाभ हेतु चूककर्ता सदस्य की सभी परिस्थितियों तथा अचल सम्पत्तियों पर चाहे यह कहीं भी स्थित हो अथवा उनका स्वरूप किसी भी प्रकार का हो, पर ऐसी धनराशि के पुर्णभुगतान तथा उस पर 2 प्रतिशत प्रतिमाह की दर से ब्याज के भुगतान (अथवा एक्सचेंज के न्यासी मण्डल द्वारा निर्धारित अन्य दर) जिसे समय-समय पर निर्धारण करेंगे, जो कि सदस्य द्वारा चूककर्ता घोषित किए जाने से पूर्व ऐसी सम्पत्ति पर सभी प्रभारों, बंधक तथा उस पर सृजित कोई मूल्य निर्धारण करने हेतु किया जो, के अध्यधीन होगी जिस पर एक्सचेंज का प्रथम प्रभार होगा (एक्सचेंज के इन नियमों, उपविधि तथा विनियमों/व्यापारिक नियमों के तहत निपटारा गारंटी निधि के पक्ष में प्रभार के अधीन एवं अध्यधीन होगा)।

18. एक्सचेंज के निदेशक मण्डल द्वारा कार्यवाहियाँ

किसी चूककर्ता सदस्य द्वारा निधि को भुगतान की जाने वाली किसी धनराशि की वसूली के प्रयोजनार्थ एक्सचेंज के निदेशक मण्डल और/अथवा प्रबन्ध निदेशक/मुख्य कार्य अधिकारी ऐसे कृदम उठाने और ऐसी कार्यवाही करने का हकदार होगा (जिसमें चूककर्ता की सम्पत्ति अथवा उसके एक भाग की बिक्री शामिल हो) जैसा वह चूककर्ता सदस्य की सम्पत्ति अथवा कोई सदस्य जिसके द्वारा चूककर्ता सदस्य को धनराशि का भुगतान किया जाना हो, के विरुद्ध उचित समझता हो।

19. दावा कानूनी कार्यवाही को प्रभावित नहीं करता हो:

दावा कानूनी कार्यवाही को प्रभावित नहीं करता हो चाहे जो भी मामला हो एक्सचेंज/केन्द्र के न्यासी अथवा निदेशक मण्डल

द्वारा किसी भी दावे की अस्वीकृति अथवा आंशिक स्वीकृति अथवा दावाकर्ता ग्राहक को अपने निवेशक/चूककर्ता सदस्य के विरुद्ध बंकाये के दावे के लिए किसी भी न्यायालय में मामले को ले जाने से) किसी भी मुआवजे की स्वीकृति ऐसे ग्राहक को प्रतिबाधित अथवा वंचित नहीं करता है या अन्यथा कितना ही या अन्य किसी भी प्रकार के कारणों के लिए अन्य आधारों पर कानूनी कार्यवाही की है कि चूककर्ता सदस्य के खिलाफ ऐसे किसी भी निवेशक/ग्राहक का सही दावा उसके द्वारा प्राप्त मुआवजे की सीमा के निधि से कम हो जाएगा।

20. निधि का निवेश:

न्यासियों के निधि की सम्पूर्ण राशियों को इस प्रकार से निवेश करेगा जैसा कि कानून द्वारा सार्वजनिक धर्मार्थ ट्रस्ट निधि के निवेश के लिए लागू है वे न्यासी अवधि के लिए किया जा सकता है। इस निधि के सभी निवेश और बैंक खाते न्यासी के पास निधि के लाभ से रखा जाए।

न्यासी इस निधि और इसके निवेश को इस प्रकार से संचालित करेगा जो कि न्यासियों द्वारा उपयुक्त है और ट्रस्ट के नियम के तहत कुछ समय के लिए लागू होने वाले कानून के अधीन अनुमेय हो।

21. एक्सचेंज/केन्द्र के निवेशक मण्डल द्वारा ब्याज की राशि का उपयोग:

केन्द्र के निवेशक मण्डल केवल निधि से अर्जित ब्याज का ही उपयोग कर सकते हैं जो कि निवेशकों की शिक्षा, जागरूकता अथवा एफ एम सी द्वारा प्राधिकृत कुछ अन्य कार्यक्रमों के लिए न्यास की स्वीकृति पर आधित है, निधि के अंश को इस उद्देश्य से उपयोग नहीं किया जाएगा।

22. अदाता जो प्राप्त करने का हकदार न हो राशि की अदायगी यदि किसी दावा का भुगतान इस निधि से किया जाता है और उसके बाद यह पाया जाता है कि प्राप्तकर्ता किसी भी कारण से ऐसे दावे की राशि को पाने का हकदार नहीं था जब अदाता इस राशि को समय-समय पर 2 प्रतिशत प्रतिमाह ब्याज की दर से वापस करेगा (अथवा ऐसे अन्य दर से जैसा केन्द्र द्वारा निर्धारित किया जाये) अदाता द्वारा प्राप्त भुगतान की तिथि से प्रारम्भ होने वाली अवधि के लिए और यह उस तिथि को समाप्त होगा जब अदाता द्वारा ऐसी राशि को वापस कर दिया जाता है।

23. निधि के रख-रखाव की लागत/व्यय:

न्यासी द्वारा निर्माण, प्रशासन और फंड के प्रबन्धन सहित किए गए सभी खर्चों के संबंध में :-

- क. न्यासियों की बैठक शुल्क, सवारी और अन्य खर्च इत्यादि;
- ख. ट्रस्ट के कर्मचारियों के पारिश्रमिक/मजदूरी;
- ग. लेखा परीक्षकों, चार्ड एकाउण्टेंट, विधि सलाहकारों, वकीलों के शुल्क;
- घ. सभी दरों, करों उपकरों, आंकलन, बकाया राशि और कर्तव्यों, यदि कोई ट्रस्ट की सम्पत्ति, आय, संग्रह, निवेश, अंशदानों एवं सेवाओं के संबंध में देय हो;
- ड. इमारत का बीमा अथवा चल या अचल सम्पत्ति के लिए किसी भी अन्य बीमा ट्रस्ट सम्पत्ति का हिस्सा बनने जा रहे समय के लिए प्रीमियम।

24. निधि - निवेश की हानि:

निधि के निवेश में किसी भी कारण से मान में किसी भी हानि या हताश, जो जानबूझकर चूका या एक्सचेंज या किसी न्यासियों अथवा किसी उपसमिति के किसी सदस्य द्वारा धोखाधड़ी द्वारा नहीं किया गया हो उसका वहन निधि द्वारा किया जाएगा और एक्सचेंज के सदस्य अथवा न्यासियों अथवा उपसमिति की उस कारण या उस संबंध में कोई देयता नहीं होगी। एक्सचेंज के किसी सदस्य या न्यासियों अथवा उपसमिति के किसी सदस्य द्वारा जानबूझकर चूक के कारण होने वाली किसी हानि या हताश के मामले में जानबूझकर चूक या धोखाधड़ी करने वाला व्यक्ति हानि या हताश के लिए स्वयं उत्तरदायी होगा तथा कोई अन्य व्यक्ति जो जानबूझकर चूक या धोखाधड़ी में भागीदारी नहीं है वे हानि या हताश के लिए उत्तरदायी नहीं होंगे।

25. सचिवालय:

एक्सचेंज निधि/न्यास हेतु एक सचिवालय का उपबन्ध करेगा।

26. क्षतिपूर्ति:

निधि, न्यासियों के विरुद्ध किसी भी जुर्माने, प्रभार तथा सभी दावों के व्यय, कार्यवाहियों तथा किए गए दावों हेतु लागत वहन करेगी सिवाय उन मामलों के जहाँ जानबूझकर चूक या धोखाधड़ी की गई हो।

27. पत्राचार:

एक्सचेंज अथवा न्यास के न्यासी किसी पत्राचार पर कार्यवाही करने के लिए बाध्य नहीं होंगे जब तक कि इसमें लिखित में पत्राचार करने वाले व्यक्ति के नाम, पते का उल्लेख न किया गया हो और यह पत्राचार करने वाले व्यक्ति द्वारा व्यक्तिगत रूप में हस्ताक्षर करके जमा न की गई हो।

28. निधि की देयताएँ:

निधि की देयताएँ न्यास के पास उपलब्ध नियमों तक और अप्रदत्त दावों की सीमा तक ही है। निधियाँ आपत्ति होने पर एक्सचेंज/न्यासी इसके लिए उत्तरदायी नहीं होगी और निवेशक/मुवक्किल इसके लिए चूककर्ता घोषित किए गए सदस्य के विरुद्ध कार्यवाही कर सकता है।

29. एक्सचेंज के बन्द हो जाने पर उपयुक्त निधि:

एक्सचेंज के बन्द हो जाने की स्थिति में उस समय न्यास के पास पड़ी आयुक्त निधियों को एफ एम सी को हस्तांतरित कर दिया जाएगा। इस मामले में, निधियों को पृथक् खाते में रख-रखाव किया जायेगा और एफ एम सी निधियों के न्यासी के रूप में कार्य करेगा। निधियों को निवेशक/मुवक्किल की शिक्षा, जागरूकता अनुसंधान अथवा एफ एम सी द्वारा समय-समय पर यथानिर्णित ऐसे किसी अन्य कार्यक्रम के लिए उपयोग किया जाएगा।

30. निधियों का विवेकाधीन स्वरूप:

निधि का स्वरूप विवेकाधीन होगा तथा एक्सचेंज के न्यासी/न्यासियों का चूककर्ता सदस्य के ऋण का संग्रहण करने का और/अथवा इस अध्याय में उल्लिखित निधियों का भुगतान करने का कोई विधिक दायित्व नहीं होगा।

31. समनुदेशन पर प्रतिबन्ध:

सदस्य का निधि के प्रति कोई देयताएँ नहीं होनी चाहिए तथा कोई भी सदस्य निधियों हेतु अथवा अपना किसी भी प्रकार का अंशदान अंतराण या समुदेशित करने का हकदार नहीं होगा।

32. निधि पर किसी अन्य प्राधिकारण के निदेश संबंधी दावा:

निधि पर किसी अन्य प्राधिकारण के निदेश संबंधी दावे को वायदा बाजार आवेग के माध्यम से अग्रेषित किया जाये।

33. सदस्यता की समाप्ति अथवा उसके निलम्बित होने से सदस्य की देयता अप्रभावित:

निधि के प्रति किसी सदस्य द्वारा पूर्ण नहीं की गई देयताओं का उन्मोचन नहीं किया जायेगा जिस पर उसकी सदस्यता के निलम्बन या समाप्ति से कोई विपरित प्रभाव नहीं पड़ेगा।

34. निधियों के भुगतान करने में असफल रहने पर कार्यवाही:

एक्सचेंज के निदेशक मण्डल निधि में राशि का भुगतान करने में असफल रहने पर किसी भी सदस्य के विरुद्ध ऐसी कार्यवाही कर सकता है जो वह उचित व उपयुक्त समझता हो जिसमें निलम्बन, शास्ति लगाना, उसे चूककर्ता घोषित करना सदस्य के रूप में उसका पंजीकरण रद्द करना या एक्सचेंज की सदस्यता से उसका निष्कासन शामिल है।

35. किसी भी धनराशि को वापस मंगवाने संबंधी न्यास की शक्तियाँ:

1. एक्सचेंज के नियमों, उपविधि तथा व्यापार नियमों में कहीं भी उल्लिखित किसी भी उपबंध के बावजूद यदि न्यासी यह समझता है कि लैन-देन

क. धोखाधड़ी से हुआ है;

ख. किसी सदस्य के चूक से संबंधित एक्सचेंज के किसी नियम, उपविधि तथा व्यापारिक नियम के तहत अनुमेय किया गया हो;

- ग. किसी निशेप या ऋण के भुगतान या पुर्णभुगतान से संबद्ध हो;
- घ. अथवा उसे चूकवंश भुगतान कर दिया गया हो तो न्यास ऐसी धनराशि की वसूली के लिए पात्र होगा।
2. न्यास किसी धनराशि को अन्तिम रूप से बापस मंगवाने का फैसला करने से पूर्व संबंधित व्यक्ति को 7 दिनों की अधिक की अवधि का एक लिखित नोटिस देकर सुने जाने का पर्याप्त अवसर प्रदान करेगा।
3. किसी धनराशि को बापस मंगवाया जाये या नहीं वह निर्धारण करने के लिए न्यास अन्य बातों के साथ-साथ उसकी संबद्ध परिस्थितियों एक्सचेंज पर सामान्य देन दिन, लेन-देन, चूककर्ता सदस्य तथा दावेदार के बीच संबंध, लेन-देन में अन्तर्गत धनराशि अन्य ऐसे ही व्यापार तथा अन्य मामले जिन्हें न्यास संगत समझता हो पर विचार करने का हकदार होगा।
36. **विवाचनः**
- एक और चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति/एक्सचेंज अथवा एक्सचेंज के निदेशक मण्डल के बीच कोई दावा, विवाद या मतभेद को तथा दूसरी ओर इनके और चूककर्ता सदस्य के बीच भुगतान किए जाने वाली किसी धनराशि, या चूककर्ता समिति/अनुशासनात्मक कार्यवाही समिति/एक्सचेंज अथवा एक्सचेंज के निदेशक मण्डल द्वारा तथाकथित रूप से चूककर्ता द्वारा निधि में भुगतान के लिए धनराशि को एक्सचेंज के प्रबन्ध निदेशक/मुख्य कार्यकारी अधिकारी के विवेचन अथवा एक्सचेंज के विचारकों के पैनल में ऐसे अधिकारियों को भेजा जायेगा जिसे इस बाबत एक्सचेंज के प्रबन्ध निदेशक/मुख्य कार्यकारी अधिकारी द्वारा नामित किया जाये।
- प्रबन्ध निदेशक एवं मुख्य कार्यकारी अधिकारी नेशनल मल्टी कॉमोडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड

वास्ते नेशनल मल्टी-कॉमोडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड
प्रबन्ध निदेशक

फार्म सं. 151

(कम्पनीज अधिनियम, 1956 का नियम 315)

सदस्यों का स्वैच्छिक समापन

धारा 516 के अनुपालन में परिसमापक की नियुक्ति सूचना
: टॉमकिन्स कन्सल्टिंग सर्विसेज इंडिया प्राइवेट लिमिटेड
: सलाहकारी, परामर्श और अभियांत्रिकी सहायता सेवाएं प्रतिपादन
: सी-434, डिफेंस कालोनी, नई दिल्ली-110024
: गौतम गोयल
: 535/536, नया बाजार, लाहोरी गेट, दिल्ली-110006
: 11 फरवरी, 2013
: असाधारण सामान्य सभा में अंशधारक द्वारा

फार्म सं. 151

(नियम 315 देखें)

सदस्यों का स्वैच्छिक समापन

कंपनीज एक्ट 1956 की धारा 516 के अंतर्गत लिक्वीडेटर की नियुक्ति

कंपनी का नाम	: अनुपम सिल्क टैक्स प्राइवेट लिमिटेड
व्यवसाय	: कपड़े का उत्पादन तथा व्यापार
रजिस्टर्ड ऑफिस का पता	: 79, न्यू क्लोथ मार्केट, रायपुर दरवाजा बाहर, अहमदाबाद-380 002
लिक्वीडेटर का नाम और पता	: श्री सुभाष दलाल
नियुक्ति की तिथि	: 79, न्यू क्लोथ मार्केट, रायपुर दरवाजा बाहर, अहमदाबाद-380 002
किसके द्वारा नियुक्त	: 5 नवम्बर, 2012
	: दिनांक 5 नवम्बर, 2012 को आयोजित सदस्यों की असाधारण सभा

वास्ते : अनुपम सिल्क टैक्स प्रा. लि.

सुभाष दलाल
डायरेक्टर

MCX STOCK EXCHANGE LIMITED
Mumbai-400093

The Bye-laws of MCX Stock Exchange Limited was amended at Meeting of its Board of Directors held on August 24, 2012 as below. These amendments were approved by SEBI vide its letter No. MRD/DSA/MCX-SX/OW/1985/2013 dated January 22, 2013 after previous publication :

Chapter XIV—Investor Protection Fund

In Bye-law 11, after clause (f), the following shall be inserted, namely:—

"(g) Penalties levied by the Exchange on its members."

JOSEPH MASSEY
Managing Director & CEO
MCX Stock Exchange Limited

NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED

The 3rd January 2013

The approval of the Deputy Director, Forward Markets Commission, under section 12 (1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S. O. 1162 dated 4th May, 1960 has been obtained on the 29th October, 2012 to the following amendments, made to the Bye-laws of the National Multi-Commodity Exchange of India Ltd., Ahmedabad and the same is hereby notified under sub section 2 of Section 12 of the said Act.

AMENDMENTS IN BYE LAWS

By way of inserting Chapter 14 – Investor (Client) Protection Fund after the existing chapter 13 (Trade Guarantee Fund) and the existing Chapter 14 (Miscellaneous) to be renumbered as Chapter 15:

CHAPTER – 14 - INVESTORS (CLIENT) PROTECTION FUND

1. The Exchange shall establish and maintain an Investor (Client) Protection Fund (Fund) to be held in trust by NMCE Investor (Client) Protection Fund Trust (Trust).

2. Object of the Fund:

The object of the fund shall be

- a) to protect and safeguard the interest of investors/clients, in respect of eligible/ legitimate claims arising out of default of the member of the Exchange, and
- b) to impart investors/client education, awareness, research or such other programmes as may be decided by the Forward Market Commission (FMC) and or the Exchange from time to time out of the interest earned on investments of the Fund.

3. Composition of Fund:

The fund shall consist of,

- (a) such contributions from the Exchange as decided/directed by the FMC, from time to time;
- (b) all penalties levied/ collected by the Exchange and transferred to the Fund, from time to time;
- (c) interest, dividend or other income earned arising from investments of the Fund;
- (d) accretion arising from investments of the Fund;
- (e) any other money or property forming part of the Fund.
- (f) any contribution from the member of the Exchange, as may be stipulated by the Exchange from time to time.

The Exchange shall be further empowered to call from the member such additional contributions as may be required, from time to time, to make up for the short fall if any in the Fund, at the discretion of the Exchange.

The Exchange shall ensure that the funds are well segregated from that of the Exchange and that the Fund is immune from any liability of the Exchange.

4. Management of the Fund:

The Trustees shall have entire control over the management of the Fund. The Trustees shall meet periodically as per the directions/guidelines issued by FMC, from time to time, or as deemed appropriate by the Trustees, during the year. Any three Trustees present shall constitute a quorum for such meetings. Each Trustee shall have one vote and the decision of the majority shall prevail. In case of equal division, the Chairman shall have a casting vote.

5. Accounts and Audit of the Fund:

Unless the Board of Directors of the Exchange otherwise directs, the accounts of the Fund shall be prepared and maintained as a part of the accounts of the Exchange and shall be audited as a part of the accounts of the Exchange.

6. Contributions to the Fund by the Exchange:

Subject to any further directive or guidelines of FMC, the Exchange shall, unless otherwise prescribed by FMC, contribute to the Fund;

- (a) a sum equivalent to 1% of the turnover fee charged from the members of the Exchange or Rs.25,00,000/- (Rupees Twenty five Lacs only) whichever is lower in a financial year;
- (b) a sum of all penalties as and when levied and collected, after deducting the cost of the administration, not exceeding 10 per cent in total of the penalties levied and collected or as may be prescribed by the FMC, from time to time;
- (c) The Board of Directors of the Exchange may also augment the Investor (Client) Protection Fund from such sources as it may deem fit.

7. Contributions to the Fund By the Members:

Every member of the Exchange shall contribute periodically to the Fund, such amounts, as may be determined by the Exchange, from time to time.

8. Threshold limit for claim:

- (a) the Exchange shall be free to fix the suitable compensation limits, in consultation with the Trust. However, the maximum amount of compensation available against a single claim of an investor/Client arising out of default by a member of the Exchange shall be Rs. 2,00,000/- (Rupees two Lakh).
- (b) the compensation payable shall not be more than actual amount payable to an investor/client subject to a maximum limit as decided by the Exchange or FMC from time to time. The amount will be reduced by any amount or other benefits received or receivable by the investor / client from any source in reduction of the loss and by any amount payable by such investor / client to the defaulter member.
- (c) the compensation paid in respect of claims against each Defaulter member shall not exceed Rs.25,00,000/- (Rupees Twenty Five Lakhs only) or any other amount as may be determined by the Exchange, from time to time, with the prior approval of the Forward Markets Commission.

The Exchange shall disseminate the said compensation limit or any change thereof to the public through Press Release and also Circulars issued by the Exchange through its website. However, FMC may review the amount of compensation available against a single claim of a client whenever they deem fit.

9. Persons eligible for compensation from the Fund:

Legitimate claims of investors/ clients shall only be eligible for compensation out of the Fund. No claim of member or his Authorised Person (earlier known as Sub-broker) or Franchisee or any other market intermediary of any name or nomenclature shall be eligible for compensation out of the Fund.

10. Eligible Claims under the Fund:

Subject to the other Rules, Bye-laws and Regulations/Business Rules of the Exchange, the Fund shall be utilized to compensate eligible/legitimate claims of an investor/client who suffered loss in respect of transaction on the Exchange due to a member being declared a defaulter, as per the Rules, Bye Laws and Regulations/Business Rules of the Exchange, where:-

- (a) the claims received against the defaulter member during the specified period of ninety days (as notified by the Exchange), shall be eligible for being considered for compensation from the Fund.
- (b) If any eligible claims arises within three years from the date of expiry of the specified period, such claims will be processed at the discretion of the Trust
- (c) the claim arises directly in respect of transaction/s executed on the Exchange between the investor/Client and the member (who has since been declared a defaulter) in accordance with the Rules, Bye-laws and Business Rules of the Exchange.
- (d) the trade in the Commodity Futures Contract/s have already been settled by the Exchange but the obligation in respect of the said Contracts has not been completed by the defaulter member to the concerned investor/Client, and
- (e) the claim fulfills such other requirements as the Exchange may specify from time to time.

11. Ineligible claims for compensation:

The Board of Directors of the Exchange or Defaulters' Committee/Disciplinary Action Committee/Disciplinary Action Committee /Disciplinary Action Committee of the Exchange or Trustees of the Trust shall not be obliged to consider the claims if such claims are arising out of or are in respect of:

- (a) a contract in commodities, dealings in which are not permitted or which are not subject to and in accordance with Bye-laws, Rules and Regulations/Business Rules of the Exchange or in which the claimant has either not paid himself or colluded with the defaulter member in evasion of margin (including initial , VAR, tender period margin, delivery period margin, Special / Additional margins, etc., as applicable from time to time) payable on transactions or contracts in any commodity; or
- (b) any outstanding balance or any outstanding difference in previous transactions which has not been claimed at the proper time and in the manner prescribed in Bye-laws, Rules and Regulations/Business Rules of the Exchange and/or which arises from arrangement for settlement of claims in lieu of bona fide money payment in full or part on the day when such claims become due; or
- (c) a loan with or without security; or
- (d) a portfolio management services; or
- (e) collusive or sham transactions.

12. Procedure to be specified:

The Exchange/ Trustees shall be entitled to specify the procedures, subject to the guidelines/directions issued by the FMC from time to time, for carrying out the provisions of this Chapter and shall also be entitled to issue clarifications and directions for removing any difficulties in implementing the provisions of this Chapter.

13. Scrutiny of the Claims by Defaulters' Committee/Disciplinary Action Committee:

The Exchange shall process the claims in accordance with the procedure as may be laid down by the Defaulters Committee /Disciplinary Action Committee and the Defaulters' Committee /Disciplinary Action Committee scrutinize the claims and if the claim of a claimant is not supported with arbitration award passed in accordance with the Rules, Bye-laws and

Business Rules of the Exchange, every such claim received by the Defaulters' Committee /Disciplinary Action Committee shall in the first instance be referred to arbitration in accordance with the Rules, Bye-laws and Regulations relating to arbitration for determining the claim. In the event of the award being passed in favour of the Client and upon crystallizing the liabilities and if the assets of the defaulter member are insufficient to meet the approved claims, the Defaulters' Committee /Disciplinary Action Committee shall forward the claims along with the recommendations to the Trust. If any eligible claim arises within three years from the date of expiry of the specified period (ninety days), such claims will be processed by Defaulters' Committee /Disciplinary Action Committee at the discretion of the Trustees.

14. Determination of the nature of claims and payment :

The Trustees shall have an absolute discretion as regards the mode and method of assessing the nature of the claims including their genuineness and shall likewise at their discretion accept, reject, or partially grant or allow claims and make payment thereof subject to the limits therein mentioned, as they may deem fit and proper. The Trustees shall admit only such of the claims which are admitted by the Defaulters' Committee /Disciplinary Action Committee or the Investors' Grievance Division/ Committee /Disciplinary Action Committee of the Exchange, and which could not be met from the assets of the defaulter member. If the Trustees are not satisfied that the claim is bona fide they shall reject the claim and inform the investor/Client accordingly along with the reasons. The Trustees may adopt the arbitration mechanism at the Exchange for determining the legitimacy of the claims received from the claimants. The Trustees may also seek the advice of the Defaulters' Committee /Disciplinary Action Committee before sanctioning and releasing the payments to be made to the claimants.

15. Decision of the Trustees shall be Final:

The decision of the Trustees regarding settlement or other wise of the claims shall be final and binding on the claimant. Claimant shall sign an undertaking to be bound by the decisions of the Trustees.

16. Appeal:

If any claim is not entertained by the Defaulters' Committee / Disciplinary Action Committee or is rejected by the Trustees, the claimant may prefer an appeal before the Board of Directors of the Exchange or any Sub-Committee of the Board of Directors of the Exchange, constituted in this behalf, with all papers and pleadings along with the Arbitration proceedings.

The Board of Directors of the Exchange or such Sub-Committee of the Board of Directors of the Exchange shall not be obliged to accept or direct payment of a claim merely because an arbitration award has been passed in favour of the investor/ client or because the arbitration award has been passed with the consent of the member or because the member did not oppose the investor/ client's claim.

The Board of Directors of the Exchange or such Sub-Committee of the Board of Directors of the Exchange, shall be entitled to call upon the investor/client to produce such other information and documents as it may consider necessary for scrutinizing the investor/ client's claim and may reject the claim if the investor/ client fails to produce such information and documents.

17. Charge on Defaulter's Assets:

Upon payment of any money (to the investor/client) out of the Fund, the concerned defaulter member shall forthwith repay the money to the Fund along with interest at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time. The Exchange, for the benefit of the Fund, shall have a first charge (subject only

to and subservient to the charge in favour of the Settlement Guarantee Fund under these Rules, Bye-laws and Regulations/Business Rules of the Exchange) on all assets and properties of the defaulter member wherever situated and of whatsoever nature as a security for the repayment of such money and the payment of interest thereon at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time, subject only to any and all charges, mortgages and other encumbrances created thereon by the defaulter member bona fide for valuable consideration prior to the day the member is declared as a defaulter.

18. Proceedings by the Board of Directors of the Exchange:

For the purpose of recovering any amount payable by the defaulter member to the Fund, the Board of Directors of the Exchange and/or the Managing Director / Chief Executive Officer shall be entitled to take such steps and proceedings (including but not limited to sale of any property of the defaulter or a portion thereof) as it/he may think fit against the defaulter member, the defaulter member's property and any person by whom any amount is payable to the defaulter member.

19. Claim Not To Affect Legal Proceedings:

The rejection or partial acceptance of any claim by the Trustees or the Board of Directors of the Exchange as the case may be, or the grant of any compensation to a client claimant shall not preclude or debar such client to pursue his investor / claim for dues against the defaulter member in any court of law or otherwise howsoever or other legal action on other grounds of causes of action of whatsoever nature subject to, howsoever, that the net claim of any such investor /client against defaulter member shall stand reduced to the extent of the compensation received by him from the Fund.

20. Investment of Fund:

The Trustees shall invest all monies of the Fund in such manner as may be authorised by law for the time being in force for investment of public charitable trust funds. All investments and bank accounts of the Fund may be kept by the Trustees either in the name of the Fund.

The Trustees shall operate the Fund and its investments in such manner as deemed fit by the Trustees in accordance with the Trust Rules and as permissible under law for the time being in force.

21. Utilization of the Interest by the Board of Directors of the Exchange:

The Board of Directors of the Exchange may utilize only the interest earned on the Fund, subject to approval of the Trust, for investors' education, awareness or such other programme authorized by the FMC. The corpus of the Fund will not be utilized for this purpose.

22. Repayment by Payee Disentitled to Receive:

If any claim amount has been paid from the Fund and it is subsequently found that the payee was for any reason not entitled to receive such claim amount then the payee shall forthwith repay the same to the Fund together with interest thereon at the rate of 2% per month (or such other rate as the Exchange may specify) from time to time, for the period commencing on the date on which the payment was received by the payee and ending on the date on which such amount is repaid by the payee.

23. Cost /Expenses of the Administration of the Fund:

All the expenses incurred by the Trustees in connection with the creation, administration and management of the Fund including ;

- a. the sitting fees, conveyance and other expenses, etc., of the Trustees
- b. remuneration/wages of the employees of the Trust,

- c. fees of auditors, Chartered Accountants, Legal Advisors, Lawyers
- d. all rates, taxes, Cess, assessments, dues and duties, if any payable in respect of any Trust Property, income , collection, investment, contributions, and services,
- e. premium for the insurance of the building or any other insurable property movable or immovable for the time being forming part of the Trust Property.
- f. Cost and expenses incurred for
 - i. inviting claim for compensation from the investors
 - ii. settlement of claims, advertisements, training, preparation and distribution of books and periodicals on commodity derivative market
- g. all other costs, charges and expenses incidental to the management and administration of the Trust Property in accordance with the object and purposes hereof which may be incidental thereto, shall be paid out of the Fund.

24. Loss to Fund Investments:

Any loss or diminution in value of the investments of the Fund from whatever cause arising, not being due to the willful default or fraud of any member(s) of the Exchange, or of any sub-Committee or any Trustee(s), shall be borne by the Fund and the members of the Exchange or of the sub-Committee or the Trustee(s) shall incur no responsibility or liability by reason of or on account thereof. In case of any such loss or diminution by reason of willful default or fraud by any member of the Exchange or of any sub-Committee or any Trustee(s), the persons committing the willful default or fraud shall be personally liable for the loss or diminution and other persons who are not parties to the willful default or fraud shall not be liable for the loss or diminution.

25. Secretariat:

The Exchange shall provide the secretariat for the Fund/ Trust.

26. Indemnity:

The Fund shall bear all costs, charges and expenses for all suits, actions, proceedings and claims filed or made against the Trustees except those arising out of their willful default or fraud.

27. Correspondence:

The Exchange and or the Trustees of the Trust shall not be obliged to recognize or act upon any communication unless it is in writing, discloses the identity and address of the person addressing the communication and is signed and submitted in original by the person addressing the communication.

28. Liability of the Fund:

The liability of the Fund shall not exceed the funds available with the Trust and in respect of any unpaid claims, on account of insufficiency of funds, the Exchange / Trust/ Trustee shall not be liable and the investor/ client may proceed against the member declared as Defaulter for the same.

29. Unutilised Fund in case of Winding Up:

In case the Exchange is wound-up, then the balance in the Fund lying un-utilized with the Trust, shall be transferred to FMC. In such an event, the funds will be maintained in a separate account and FMC would act as trustee of the funds. The funds shall be utilized for purposes of investor/client education, awareness, research or such other programme as may be decided by the FMC, from time to time.

30. Discretionary Nature of Fund:

The Fund shall be discretionary fund and the Trust/ Trustees or the Exchange shall be under no legal obligation to collect the debt of a defaulter member and / or to make payments from the Fund as mentioned in this Chapter.

31. Bar on Assignment:

The contribution of a member shall not be a debt due from the Fund and no member shall be entitled to transfer or assign in any manner his contribution to the Fund.

32. Claim on the direction of any other authority on the Fund:

Claim on the direction of any other authority on the Fund may be routed through Forward Markets Commission.

33. Liability of Member Unaffected by Cessation or Suspension of Membership:

Any unsatisfied obligation of a member to the Fund shall not be discharged or otherwise prejudicially affected by the suspension or cessation of his membership.

34. Action for Failure to Pay to Fund:

The Board of Directors of the Exchange, may take such action, as it thinks fit and proper, against a member who fails to pay any amount to the Fund including action by suspending, fining, declaring him as a defaulter, canceling its/his registration as a member or expulsion from the membership of the Exchange.

35. Powers of the Trust to recall any amount:

(1) Notwithstanding anything stated elsewhere in the Rules, Bye-laws and Business Rules of the Exchange, if the Trust has reason to believe that any transaction –

- (a) is fraudulent; or
- (b) is disallowed under any Rules, Bye-law and Business Rules of the Exchange relating to the default of a member; or
- (c) is connected with payment or repayment of a deposit or loan
- (d) or has been paid erroneously then the Trust shall be entitled to recover such amount.

(2) The Trust shall afford an opportunity to the concerned person(s) to be heard by giving him/them not less than seven days written notice before finally determining to recall any amount.

(3) For the purpose of determining whether or not to recall any amount, the Trust shall be entitled to consider, inter alia, the surrounding circumstances, the usual course of dealings on the Exchange, the relationship between the defaulter member and the claimant, the quantity and price of the Contract involved in the transaction, other similar trades and such other matters as the Trust thinks relevant.

36. Arbitration:

Any claim, dispute or difference between the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange on the one hand and a defaulter member on the other hand in connection with any amount payable or alleged by the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange as being payable by the defaulter to the Fund shall be referred to the Arbitration of the Managing Director /Chief Executive Officer of the Exchange or to the Arbitration of such person from the panel of Arbitrators of the Exchange, as the Managing Director /Chief Executive Officer of the Exchange may nominate in this behalf."

Managing Director & CEO
National Multi Commodity Exchange of India Ltd., Ahmedabad

Place:- Ahmedabad

Date:- January 3, 2013

FORM NO. 151

(Rule 315 of the Companies Act, 1956)

Member's Voluntary Winding-up

Notice of appointment of Liquidator pursuant to Section 516

Name of the Company : Tomkins Consulting Services India Private Limited
 Nature of Business : Rendering Advisory, Consultancy & Engineering Support Services
 Address of Registered Office : C-434, Defence Colony, New Delhi-110024
 Name & Address of the Liquidator : Gautam Goyal, 535/536, Naya Bazar, Lahori Gate, Delhi-110006
 Date of Appointment : 11th February, 2013
 By Whom appointed : Shareholders in the Extra Ordinary General Meeting

FORM NO. 151

(See Rule 315)

Member's Voluntary Winding-up

Notice of appointment of Liquidator pursuant to Section 516 of the Company Act, 1956

Name of the Company : Anupam Silktex Private Limited
 Nature of Business : Manufacturing and Trading of Fabrics
 Address of Registered Office : 79, New Cloth Market, Outside Raipur Gate, Ahmedabad-380002
 Name and address of Liquidators : Subhash Dalal
 79, New Cloth Market, Outside Raipur Gate, Ahmedabad-380002
 Date of appointment : 5th November, 2012
 By Whom appointed : Extra Ordinary General Meeting of the Members held on 5th November, 2012

*for Anupam Silktex Pvt. Ltd.*SUBHASH DALAL
Director

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुक्ति
एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 2013

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